

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
Camden Division

GLANDER INTERNATIONAL BUNKERING, INC.

Plaintiff

v.

C.A. No. 1:15-cv-04200-RMB-AMD

M/V VENTA, IMO No. 902749, her engines, freights,
apparel, appurtenances, tackle, etc. in rem,

Defendant.

WORLD FUEL SERVICES EUROPE, LTD.,
t/a WORLD FUEL SERVICES,

and

WORLD FUEL SERVICES, INC.,
t/a WORLD FUEL SERVICES

Intervening Plaintiffs,

v.

AB LIETUVOS JURU LAIVININKYSTE,

Defendant,

Serve:

Master of the M/V VENTA,
her engines, tackle, equipment, appurtenances, etc.,

Garnishee

INTERVENING COMPLAINT

WORLD FUEL SERVICES EUROPE, LTD., t/a WORLD FUEL SERVICES, and WORLD FUEL SERVICES, INC., t/a WORLD FUEL SERVICES, by counsel, for their Intervening Complaint against AB LIETUVOS JURU LAIVININKYSTE, state and allege as follows:

Jurisdiction and Venue

1. This is a case of admiralty and maritime jurisdiction arising under Rule 9(h) of the Federal Rules of Civil Procedure.
2. Jurisdiction of this Court is proper pursuant to Article III, Section 2, Clause 1 of the Constitution of the United States, and under 28 U.S.C. § 1333(1).
3. Venue is proper in this district because the M/V VENTA, which is owned and operated by the Defendant, is now, or will be during the pendency of this action, within this district and within the jurisdiction of this Honorable Court.

The Parties

4. Plaintiff WORLD FUEL SERVICES EUROPE, LTD., t/a WORLD FUEL SERVICES, (“WFS Ltd”) is a foreign corporation organized under the laws of the United Kingdom with its principal place of business in London, UK.
5. Plaintiff WORLD FUEL SERVICES, INC., t/a WORLD FUEL SERVICES, (“WFS Inc.”) is a foreign corporation organized under the laws of the state of Texas, with its office and principal place of business in Miami, FL.

6. WFS Ltd. and WFS Inc. (collectively "WFS") are affiliated corporations that do business in different geographic locations under the same trade name, World Fuel Services, and share accounting and billing services.

7. Defendant AB LIETUVOS JURU LAIVININKYSTE, ("LJL") is a foreign corporation which owns and operates ocean going vessels, including the M/V VENTA, which is located within the District of this Honorable Court. Defendant cannot be found in this District within the meaning of Rule B of the Supplemental Admiralty Rules.

Count I

8. On or about September 15, 2014, WFS Ltd. entered an agreement with LJL to provide fuel oil and marine gas oil to the M/V ROMUVA. A copy of the confirmation of the agreement is attached as **Exhibit 1**.

9. The agreement incorporated, by explicit reference, WFS's General Terms and Conditions and provided the web address to access those terms and conditions. A copy of the General Terms and Conditions are attached as **Exhibit 2**.

10. On or about September 19, 2014, WFS Ltd. provided the contracted-for fuel oil and marine gas oil to the M/V ROMUVA at the port of Antwerp, Belgium.

11. WFS Ltd. delivered 75.4430 metric tons of 380 CST max. 1% sulfur fuel oil, 260.2430 metric tons of 380 CST max. 3.5% sulfur fuel oil and 29.0950 metric tons of marine gas oil to the M/V ROMUVA at the total price of \$210,993.51.

12. LJL was invoiced on September 22, 2014 for the fuel oil and marine gas oil delivered to the M/V ROMUVA on September 19, 2014, and a copy of said invoice in the amount of \$210,993.51 is attached hereto as **Exhibit 3**.

13. On March 16, 2015, L JL paid WFS Ltd. \$49,965.00 in partial payment of this invoice, but the remainder remains outstanding.

14. Subsequently, on or about March 18, 2015, WFS Ltd. entered an agreement with the L JL to provide fuel oil and marine gas oil to the M/V AUDRE. A copy of the confirmation of the agreement is attached as **Exhibit 4**.

15. The agreement incorporated, by explicit reference, WFS's General Terms and Conditions and provided the web address to access those terms and conditions. A copy of the General Terms and Conditions are attached as **Exhibit 2**.

16. On or about March 21, 2015, WFS Ltd. provided the contracted-for fuel oil and marine gas oil to the M/V AUDRE at Fos sur Mer, France.

17. The L JL was invoiced on April 15, 2015 for the fuel oil and marine gas oil delivered to the M/V AUDRE on March 21, 2015, and a copy of said invoice in the amount of \$55,933.17 is attached hereto as **Exhibit 5**.

18. Despite demands for payments for the amounts due for the fuel oil and marine gas oil provided, L JL has failed to pay any of the amounts due.

19. On or about August 25, 2014, WFS Inc. entered an agreement with L JL to provide fuel oil to the M/V VORUTA. A copy of the confirmation of the agreement is attached as **Exhibit 6**.

20. The agreement incorporated, by explicit reference, WFS's General Terms and Conditions and provided the web address to access those terms and conditions. A copy of the General Terms and Conditions are attached as **Exhibit 2**.

21. On or about September 1, 2014, WFS Inc. provided the contracted-for fuel oil and to the M/V VORUTA at the port of Mobile, AL.

22. WFS Inc. delivered 94.220 metric tons of 380 CST max. 1% sulfur fuel oil and 364.4200 metric tons of 380 CST max. 3.5% sulfur fuel oil to the M/V VORUTA at the total price of \$289,470.48.

23. L JL was invoiced on September 8, 2014 for the fuel oil delivered to the M/V VORUTA on September 1, 2014, and a copy of said invoice in the amount of \$289,470.48 is attached hereto as **Exhibit 7**.

24. L JL made late payments on December 26, 2014, January 28, 2015 and February 19, 2015 in payment of the September 1, 2014 invoice, but failed to pay the accruing interest and administrative charge for the late payment.

25. Pursuant to the Terms and Conditions applicable to these purchases of the fuel oil and marine gas oil, interest accrues on the unpaid balance at the rate of two-percent (2%) per month.

26. Said Terms and Conditions also provide for a five-percent (5%) administrative fee on outstanding balances that remain unpaid when due.

27. By reason of the aforementioned failure to pay for fuel oil and marine gas oil that were provided to L JL by WFS Ltd, the sum of \$269,203.05 is justly due and owing to WFS Ltd. from L JL.

28. By reason of the aforementioned failure to timely pay for fuel oil that was provided to L JL by WFS Inc., the sum of \$36,550.41 is justly due and owing to WFS Inc. from L JL.

29. A copy of the WFS Combined Statement of Account which shows the total outstanding balance for both WFS Ltd. and WFS Inc. of \$305,753.26 as of July 28, 2015, is attached as **Exhibit 8**.

30. The WFS Terms and Conditions (**Exhibit 2**) which have been incorporated into and are a part of the agreements between L JL and WFS Ltd, and L JL and WFS Inc., provide for recovery of all attorneys' fees and costs incurred to collect overdue payments.

31. L JL is not present and cannot be found within the District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Law Claims of the Federal rules of Civil Procedure, but L JL is believed to have, or will have during the pendency of this action, certain assets, accounts, freights, monies, bunkers, charter hire, cargo, and the like belonging to, claimed by, or for the benefit of L JL within this District held by various parties, including as garnishees.

32. Lloyds List (**Exhibit 9**) shows L JL as the registered owner of the VENTA, the beneficial owner of the VENTA and the commercial operator of the VENTA. L JL holds itself out as the owner of M/V VENTA on its website, <http://www.ljl.lt/en/>, and upon information and belief, L JL is in fact the owner of M/V VENTA, which is currently within the District of New Jersey. L JL is also the owner of bunkers aboard M/V VENTA, which are currently within the District of New Jersey.

33. L JL cannot be found within the District of New Jersey for purposes of Rule B.

WHEREFORE Intervening Plaintiffs WORLD FUEL SERVICES EUROPE, LTD., and WORLD FUEL SERVICES, INC. pray:

- a. That process in due form of law, according to the practices of this Honorable Court in matters of admiralty and maritime jurisdiction issue against Defendant AB LIETUVOS JURU LAIVININKYSTE, and Defendant be cited to appear and answer the allegations of this Intervening Complaint;

- b. That if Defendant AB LIETUVOS JURU LAIVININKYSTE cannot be found within the District, then all of its respective property within the district including M/V VENTA, and any bunkers aboard the vessel, be attached and seized pursuant to Supplemental Admiralty Rule B;
- c. That a judgment be entered in favour of WORLD FUEL SERVICES EUROPE, LTD. against Defendant AB LIETUVOS JURU LAIVININKYSTE in the sum of \$269,203.05, together with interest and costs and attorneys' fees;
- d. That a judgment be entered in favour of WORLD FUEL SERVICES, INC. against Defendant AB LIETUVOS JURU LAIVININKYSTE in the sum of \$36,550.41, together with interest and costs and attorneys' fees; and
- e. That the Court grant such other and further relief as it deems just, equitable, and proper.

WORLD FUEL SERVICES EUROPE, LTD.,
t/a WORLD FUEL SERVICES;
WORLD FUEL SERVICES, INC.,
t/a WORLD FUEL SERVICES

By: _____


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